

AR

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FILED
TEAM #1

APR 14 2015

SUPERIOR COURT OF NEW JERSEY
COUNTY OF HUDSON
CIVIL DIVISION #2

WILLIE SIERRA

Plaintiff.

v.

THE CITY OF UNION CITY, BRIAN
STACK in his individual and official capacity,
and BRIAN STACK CIVIC ASSOCIATION

Defendants.

) SUPERIOR COURT OF NEW JERSEY
) LAW DIVISION: HUDSON COUNTY

) Docket No.: HUD-L-937-14

CIVIL ACTION

AMENDED COMPLAINT

Plaintiff, WILLIE SIERRA, by and through his attorney, LOUIS A. ZAYAS of
LAW OFFICES OF LOUIS A. ZAYAS, L.L.C, alleges the following based on
information and belief:

INTRODUCTION

1. This civil action brought by Plaintiff for damages under the New Jersey Civil
Rights Act ("NJ CRA") for failure to promote based on retaliation for political affiliation
and association.

PARTIES

2. Plaintiff Willie Sierra ("Officer Sierra" or "Plaintiff") is a citizen of the State of
New Jersey, residing in The City of West New York in Hudson County. Plaintiff is
employed as a police officer of the Union City Police Department.

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INTRODUCTION

1. This civil action brought by Plaintiff for damages under the New Jersey Civil Rights Act (“NJCRA”) for failure to promote based on retaliation for political affiliation and association.

PARTIES

2. Plaintiff Willie Sierra (“Officer Sierra” or “Plaintiff”) is a citizen of the State of New Jersey, residing in The City of West New York in Hudson County. Plaintiff is employed as a police officer of the Union City Police Department.

3. Defendant Brian P. Stack (“Mayor Stack”) is the duly elected Mayor of Union City, New Jersey. Defendant Stack is sued to affect the full declaratory, injunctive, and compensatory damages demanded by the Plaintiffs.

4. Defendant The City of Union City (“Union City”) is a municipality of the State of New Jersey, Bergen County is sued to affect the full declaratory, injunctive, and compensatory damages demanded by the Plaintiff.

5. Defendant Brian Stack Civic Association (“Civic Association”) is a 501(C)(3) non-profit founded by Defendant Mayor Stack. Defendant Civic Organization is sued to affect the full declaratory, injunctive, compensatory damages demanded by Plaintiff.

FACTS

6. Defendant Mayor Stack is currently the Mayor of Union City and a New Jersey State Senator. Through the creation of the Mayor Brian Stack Civic Association, Mayor Stack has created a political machine to foster a “play to play” culture in Hudson County with the primary purpose of promoting, protecting and maintaining Mayor Stack’s political power in Union City and the 33rd District, in particular, and Hudson County politics, in general.

7. Contributions to the Civic Association is the barometer by which Mayor Brian and Civic Association jointly participate in the process of evaluate the loyalty and political support shown by individuals and companies for purposes of conferring and providing government benefits and privileges to them.

8. Based on the financial donations given to the Civic Association, the Civic Association and Mayor Stacks directly or indirectly provides government benefits to

those political supporters, such as jobs, government contracts, and other tangible benefits not otherwise available to non-contributors or political supporter.

9. Despite the Civic Association's volunteer and civic efforts in the community, the Civic Association's main purpose for its existence is to promote, protect and maintain Mayor Stack's political power in the Union City Police Department.

10. Based on the financial donations to the Civic Association, the Civic Association board members, appointed by Mayor Stack, and Mayor Stack determine what government contracts to award to Mayor Stack's political campaigns and Civic Association. The Civic Association and Mayor Stack jointly make decisions regarding the award of government contracts under the control of Mayor Stack and his political allies depending on the amount of contributions to the Civic Association. Such financial and political connections violate the IRS regulations relating to civic associations.

11. On February 25, 2012, Joseph Blaettler, with relevant knowledge concerning the operations of the Civic Association filed a form complaint to the IRS outlining the improprieties of the Civic Association and its illegal and political connection to Mayor Brian Stack. (See attached).

12. In his complaint, Blaettler alleges that Mayor Stack rewards members of the Civic Association based on their political support and contributions with government employment at various government agencies controlled by Mayor Stack, including the Union City Board of Education, an organization controlled by Mayor Stack through his personal selection of trustees.

13. For example, Lucio Fernandez, a former president of the Civic Association, was rewarded for supporting Mayor Stack politically through his employment with the Union City Board of Education for a salary of \$99,006 per year.

14. Angelo Caliente, a former treasurer of the Civic Association, was also rewarded by Mayor Stack for his support and maintained a \$101,052 per year annual salary job with the Union City Board of Education. In addition, he also received a public pension.

15. Maryury Bombino, as the board secretary of the Civic Association, is a full time employee with the Union City Board of Education, with an annual salary of \$75,834. In addition Ms. Bombino's husband Martin Martinetti was also employed by the City of Union City. Together they held six public sector positions for a combined salary of \$217,000 a year. Both Bombino and her husband are political supporters of Mayor Stack and the Civic Association and were rewarded with lucrative government jobs controlled by Mayor Stack.

16. Currently Civic Association President Martha Urteaga and Secretary Jose Guareno are both employed by the Union City Board of Education and were hired under Mayor Stack's tenure as Mayor. Prior to their appointment to the Association they made no political donations to Mayor Stack or his organizations, but since their appointments they have begun to make contributions.

17. According to Blattler, two attorneys contributed to Mayor Stacks campaign and were rewarded with contracts as attorneys for the Union City Board of Education. Both Susanne Lavelle and Elise Dinardo contributed a combined \$74,500 to Mayor Stack's campaign and later personally benefitted by billing taxpayers between

\$30,000 to \$55,000 a month in legal fees for the Board of Education, for a total of \$3.1 million over a five year period. Susanne Lavelle has supported the Civic Association with her services as an attorney in the past including the case of Mateo Perez v. Brian Stack et. al. HUD-L-1070-12.

18. Further evidence of the symbiotic and illicit relationship between the Civic Association and Mayor Stack in terms of political patronage consists of flyers and mailings for the Civic Association with the use the official portrait of Mayor Brian Stack, thereby giving the impression to the public at large and political contributors in particular that Mayor Stack, Union City and the Civic Association are one single entity.

19. According to Blaettler, in July 2009 in matter of United States of America v. Shimon Haber, it was stated that a Union City official received money during a sting operation in the amount of four \$2,500 checks made payable to a civic association in the name of said Union City Official. On information and belief, this was Mayor Brian Stack, and the only Civic Association in the same name of a Union City Official is the Brian P. Stack Civic Association.

20. Mayor Stack utilizes his political status, and position as Director of Public Safety, as well as his Civic Association as a tool to incorporate his “pay-to-play” policy in the Union City Police Department. For example, Mayor Stack’s political patronage policy rewards police officers in terms and condition of employment, including favorable assignments and promotions in exchange for their political support and financial donations to the Civic Association and other political organization allied with Mayor Stack.

21. Conversely, those Union City police officers, including the plaintiff, who refuse to politically support Mayor Stack or his Civic Association are unlawfully retaliated by the Defendants with adverse employment actions, including but not limited to less favorable assignments and lack of promotional opportunities.

22. Plaintiff is employed as a police officer with the Union City Police Department. Under Mayor Stack's Administration, Plaintiff was rewarded for his political support of Mayor Stack by being promoted to sergeant. However, when Plaintiff stopped supporting Mayor Stack, Defendants retaliated against him by failing to promote him to captain despite his eligibility for promotion.

23. In or about 2002, Plaintiff sat for the sergeant's exam, which resulted in Plaintiff being ranked 3rd on the sergeant's promotional list.

24. Soon thereafter, Plaintiff was approached by then-Lieutenant Joe Trainor ("Lt. Trainor") who told Plaintiff "the only way to get promoted is to 'play ball,'" implying that Plaintiff had to participate in Stack's politics to get promoted. Lt. Trainor told Plaintiff to "befriend Juan Loaces who was a 'political animal' for Mayor Stack, and would teach Plaintiff the ropes on how to get promoted to sergeant."

25. Plaintiff felt threatened by this, and believed he had to heed Lt. Trainor's advise in order to be promoted to sergeant.

26. In order to protect his job and subvert political retaliation by Defendants, Plaintiff had to engage in Mayor Stack's political activities and fundraisers, as well as his Civic Association.

27. For example, Plaintiff had to purchase the higher-priced fundraising tickets, in the amount of \$1,000.00 for Mayor Stack's fundraisers. Plaintiff felt obligated to purchase

the high-priced tickets after Loaces told him “it was in his best interest to buy the ‘big one.’” From 2002 to 2004, Plaintiff spent thousands of dollars in Mayor Stack’s fundraisers, as there were about 2-3 fundraisers each year.

28. Additionally, during the mayoral election in 2002, Loaces approached Plaintiff, threatening that “the mayor would not be happy if you are not out there campaigning.” In order to protect his job, Plaintiff felt obligated to volunteer his time to campaign for Mayor Stack. Plaintiff walked the streets campaigning at least twice a week for Mayor Stack during this mayoral election.

29. Also, Plaintiff had to volunteer his time in the summer months on Saturday mornings to sweep the streets as part of Mayor Stack’s “Keep Union City Clean” campaign.

30. During Thanksgiving time, Plaintiff had to volunteer to bag turkeys and deliver them to people city-wide as part of Mayor Stack’s initiative to “give back” to the community.

31. Plaintiff continued to engage in Mayor Stack’s politics from the date Plaintiff ranked 3rd on the sergeant’s promotional list in 2002 until the date he was promoted to sergeant in 2004.

32. After Plaintiff was promoted to Sergeant in 2004, he began to disassociate himself with Mayor Stack’s politics. For example, Plaintiff stopped purchasing tickets and attending Mayor Stack’s fundraisers.

33. In or about May 2005, shortly after Plaintiff stopped supporting his politics, Mayor Stack approached Plaintiff, and stated, “I hear you were talking shit about me.” Plaintiff was taken by surprise by this statement, and denied having said anything poor

about Mayor Stack. In response, Mayor Stack told Plaintiff that he was “ungrateful,” implying that in order to show gratitude for his promotion, Plaintiff should have continued participating in Mayor Stack’s politics.

34. Plaintiff felt threatened by this, and feared demotion in retaliation for not supporting Mayor Stack and his Civic Association.

35. However, Plaintiff was tired of having to volunteer his time and energy, and make donations to Mayor Stack’s politics to secure a promotion which he was already qualified to receive. Due to this, Plaintiff decided not to affiliate with Mayor Stack’s politics or his Civic Association at all from 2004 until present time.

36. From 2005 to present time, Plaintiff has been approached by numerous supporters or political cronies of Mayor Stack to purchase fundraising tickets, but each and every time, Plaintiff has outwardly refused to purchase tickets.

37. Upon information and belief, Mayor Stack was fully aware that Plaintiff no longer affiliated himself politically with Mayor Stack and his Civic Association. Due to this, Plaintiff was targeted by Mayor Stack in retaliation for his lack of political support.

38. Plaintiff ranked 7th on the active lieutenants’ promotional list in or about April/May 2013.

39. The promotions from this list were set to take place on June 30, 2013. The table of organization called for five (5) officers to be promoted off the aforementioned active lieutenants’ promotional list.

40. Mayor Stack’s political crony and supporter, Loaces, ranked 6th on the same promotional list. Since the table of organization only called for 5 promotions, Loaces would not be promoted. However, in early May 2013, Mayor Stack announced he would

be promoting six (6) officers, instead of the required five (5) officers, off the list promotional list on June 30, 2013.

41. Upon information and belief, Mayor Stack chose to promote 6 officers in order to promote Loaces as a reward for his political patronage.

42. However, prior to the scheduled promotion date, over Memorial Day Weekend in May 2013, the officer who ranked 5th was arrested for a DWI and lost his rank on the promotional list. As a result, Plaintiff was bumped up to 6th in rank, and Loaces was bumped up to 5th in rank on the promotional list.

43. This meant that Plaintiff would now be the 6th officer for promotion on June 30, 2013 since Mayor Stack had announced his decision to promote six (6) officers to lieutenant, instead of five (5).

44. However, on June 30, 2013, Defendants promoted only five (5) officers off the promotional list, which included Loaces who was now ranked 5th. Due to this, Plaintiff was passed over for promotion.

45. Defendants failed to promote Plaintiff in retaliation for his lack of political affiliation to Mayor Stack and the Civic Association, while in turn, rewarding Loaces for his political patronage.

46. Due to Defendants unlawful retaliation, Plaintiff was passed over for promotion, resulting in a loss of monetary compensation, loss of pension benefits at the rate of a lieutenant officer, and lost vacation days. Further, Plaintiff has suffered anxiety, emotional distress, and family issues as a result of Defendants' retaliatory adverse employment actions.

COUNT I

**NEW JERSEY CIVIL RIGHTS ACT
N.J.S.A. 10:5-1, *et seq.*
POLITICAL ASSOCIATION RETALIATION**

47. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

48. Plaintiff refused to participate in Mayor Stack's "play-to-pay" culture within the Union City Police Department. After Plaintiff stopped supporting Stack politically, and stopped buying Mayor Stack's fundraising tickets, including tickets for his Civic Association, Mayor Stack considered Plaintiff to be ungrateful and disloyal. In turn, Mayor Stack utilized his political status to retaliate against Plaintiff for his lack of political affiliation.

49. As alleged above, Mayor Stack knew or suspected that Plaintiff no longer affiliated with his politics or, and stopped purchasing fundraising tickets to his political campaigns and his Civic Association.

50. Due to this, Plaintiff was passed over for promotion in June 2013 based on his lack of political affiliation to Mayor Stack and the Civic Association.

51. By failing to promote Plaintiff based on his political affiliation, or lack thereof, Defendants retaliated against him in violation of his civil rights.

52. As a direct and proximate result of Defendants' actions, Plaintiff suffered economic and emotional damages in an amount to be determined by a jury.

COUNT II
NEW JERSEY CIVIL RIGHTS STATUTE
N.J.S.A. 10:5-1, *et seq.*
FREEDOM OF SPEECH

53. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

54. Plaintiff began openly refusing to affiliate with Mayor Stack and purchase fundraising tickets and donate to the Civic Association.

55. As alleged above, Mayor Stack approached Plaintiff telling him he was ungrateful for failing to purchase fundraising tickets once he was promoted to sergeant in 2004.

56. Due to Plaintiff's exercise of freedom of speech in refusing to purchase tickets for Mayor Stack's and his Civic Association fundraisers, Defendants retaliated against Plaintiff in the terms and conditions of his employment by passing him over for promotion to lieutenant in June 2013.

57. As a direct and proximate result of Defendants' actions, Plaintiff suffered economic and emotional damages in an amount to be determined by a jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

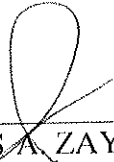
- a. Compensatory Damages;
- b. Promotion
- b. Punitive Damages;

- c. Attorney's fees and costs of suit;
- d. Such other and further relief as the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial as to all issues so triable.

Dated: March 13, 2015




LOUIS A. ZAYAS, ESQ.

DESIGNATION OF TRIAL COUNSEL

LOUIS A. ZAYAS, ESQ., is designated as trial counsel in this matter.

Dated: March 13, 2015



LOUIS A. ZAYAS, ESQ.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damages limits; and (g) medical payment limits.

Date: March 13, 2015

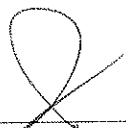


LOUIS A. ZAYAS, ESQ.

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matters in controversy in this action are not subject of any other action pending in any other court or of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated.

Dated: March 13, 2015



LOUIS A. ZAYAS, ESQ.